

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,)
Plaintiff,)
v.) Case No.:
23 Civ. 9304 (DEH)
THE M/Y AMADEA, A MOTOR YACHT)
BEARING INTERNATIONAL MARITIME)
ORGANIZATION NO. 1012531,)
INCLUDING ALL FIXTURES, FITTINGS,)
MANUALS, STOCKS, STORES,)
INVENTORIES, AND EACH LIFEBOAT,)
TENDER, AND OTHER)
APPURTENANCE THERETO,)
Defendant-In-Rem.)

VIDEO DEPOSITION OF PROFESSOR EWAN McKENDRICK, KC

Thursday, October 3, 2024
Commencing: 10:36 a.m. (GMT)

Regus - London - St James
4 - 12 Regent Street
4th Floor - Rex House
London
United Kingdom

Court Reporter (Remote):
Chanelle M. L. Malliff
CLR, SSIV(NZ), MBIVR

A P P E A R A N C E S

Appearing for the Claimants and taking:

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Also Present:

Ali Al'Karim, Consultant Expert
Kieron Brennan, Videographer, Veritext

1 MR. SMITH: Objection to the form.

2 THE WITNESS: There is nothing express in the
3 contract to that effect, no. Do you mean by "bound",
4 in the sense of having obligations --

5 BY MR. LANDY:

6 Q. Correct --

7 A. -- or having rights?

8 Q. Ah, having obligations.

9 A. Having obligations. No, there would be no
10 other party having obligations.

11 Q. So if you take a look at page -- I have the
12 clause written in. We've done this. We've done
13 this. Professor, you're aware that one of the
14 term -- or this contract speaks to something referred
15 to as a completion of sale?

16 A. Yep, that's clause (18) of the contract, yes.

17 Q. Right. Are you -- do you have an opinion as
18 to whether the completion of sale took place?

19 MR. SMITH: Objection to form.

20 THE WITNESS: That obviously is a matter of
21 fact but on the basis of the documentation that
22 I have read it does not appear that the completion of
23 sale took place as intended by clause (18).

24 BY MR. LANDY:

25 Q. And what is a completion of sale?

1 A. A completion of sale would be the point at
2 which legal title, i.e. property, passes from seller
3 to buyer.

4 Q. Okay.

5 A. That's essentially to me what clause (18)
6 says.

7 Q. Now I'll ask you, for the purposes of this
8 deposition, to presume -- we can fight about it --
9 you know, the facts will be fought out -- but to
10 presume that the formal completion of sale did not
11 occur?

12 A. Yeah.

13 Q. Okay? Assuming the completion of sale did
14 not occur, is it your opinion that that failure is
15 irrelevant to the question of whether or not Errigal
16 became the owner of the vessel?

17 MR. SMITH: I'll just make a standing
18 objection to all questions assuming the completion of
19 sale had taken place, so I don't have the same
20 objection each time.

21 THE WITNESS: Sure, okay. The trouble is --

22 BY MR. LANDY:

23 Q. Shall we ask the question again?

24 A. Well I'll endeavor to answer it. So as
25 I understand it this is an agreement to sell, and it

1 is a binding contract, and that is the burden of my
2 expert report. Is it a sale? Answer: only if
3 property passes from seller to buyer.

4 Under a sale contract the law is interested in the
5 legal title passing from seller to buyer. If there
6 is no completion, legal title does not pass from
7 seller to buyer under this contract. That is not to
8 say that the property can't pass in some other way,
9 but that's not a matter that's governed by my report.
10 It seems to me it is clear that property is to pass
11 pursuant to clause (18). If we assume that did not
12 happen as a matter of this contract, the contract is
13 binding as an agreement to sale, but it is not a
14 sale.

15 Q. Well, let's presume we have -- actually
16 I'm going to take this into a hypothetical.

17 A. Okay.

18 Q. So let's go out of this particular clause.
19 And at some point you may have been warned that in
20 expert depositions we get to do this.

21 A. Okay.

22 Q. We're not talking about the ships,
23 Millemarin, Errigal, any of these.

24 Let's presume that I've inherited a house from my
25 father, okay? I don't need it anymore. And so

1 but not the benefit relating to temporary possession?

2 A. Yeah.

3 Q. Okay. You understand that Millemarin
4 Investments Limited contends that the transaction as
5 contemplated by the September 14 Memorandum of
6 Agreement was never completed; correct?

7 MR. SMITH: Objection to form.

8 THE WITNESS: I understand that it was not
9 completed as intended, in the sense of clause (18)
10 was not fulfilled.

11 BY MR. LANDY:

12 Q. Clause (18). Do you have any understanding
13 as to whether Errigal claims otherwise?

14 A. I have no understanding in relation to
15 Errigal.

16 Q. Okay. Are you aware of anyone other than the
17 United States Government arguing that this contract
18 was completed?

19 MR. SMITH: Objection to form.

20 THE WITNESS: No, I'm not aware but I haven't
21 asked anybody on that basis. But in the documents
22 that I have looked at, I don't recall such.

23 BY MR. LANDY:

24 Q. The US Government is not a third party
25 beneficiary to the September 14, 2021 MOA, are they?

1 A. Yeah. Yeah.

2 Q. Okay.

3 (Reporter clarification on word.)

4 THE WITNESS: Yeah, warrants, as in the sense
5 of promises/undertakes. It's in clause (15) of the
6 agreement.

7 BY MR. LANDY:

8 Q. What are your understandings of the
9 requirements of the delivery of the vessel under
10 clause (21)? What had to happen?

11 MR. SMITH: Objection to form.

12 THE WITNESS: Well, in short, that the
13 requirements of the clause be carried out.

14 BY MR. LANDY:

15 Q. Okay. Why don't we flip along -- if you take
16 a look again at paragraph 18 --

17 A. Yeah.

18 Q. -- you see that it requires documentation --

19 A. Yeah.

20 Q. -- documentation set out in appendix 1?

21 A. Yeah.

22 Q. Did you look at appendix 1?

23 A. Yes, I did.

24 Q. Okay, let's turn to appendix 1. All right.

25 Right above "SECTION A", it says:

1 Q. Page 4596.

2 A. Yeah.

3 Q. Under SECTION A, the number (1) is a Legal
4 Bill of Sale. Were you provided with a copy of a
5 Legal Bill of Sale?

6 A. No, I was not.

7 Q. Do you know if one was ever created?

8 A. If it was, it's not in the documentation that
9 I have read.

10 Q. All right. Did you, in connection with your
11 review of the documents for this opinion, look to see
12 whether the various documents referred to in
13 ANNEX ONE were given to you?

14 A. No, because the scope of my opinion was
15 actually when you read it, I am talking about this as
16 being an agreement to sell. So I'm analyzing this in
17 contractual terms. What you're now focusing on is
18 essentially whether the conditions for property
19 passing have been satisfied, and that was not the
20 issue that I was examining in my report.

21 Q. All right. If you -- back to page -- the
22 third page of this. And I apologize that
23 I'm dragging you through all of this. Some of it
24 will be repetitive. You'd agree that the parties to
25 this agreement -- I'm going to direct you to (13)(d).

1 No, sorry, I'm going to (13)(a). Would you agree
2 that the parties to this agreement considered the
3 documentary requirements of ANNEX ONE to be integral
4 to the agreement?

5 A. That is what (13)(a) says, that Annex A is
6 an integral part of this agreement, yes.

7 Q. Okay. And if an integral part of the
8 agreement is not satisfied, what does that do to the
9 agreement?

10 MR. SMITH: Objection to form.

11 THE WITNESS: It means that that part of the
12 agreement has not been complied with, so that to the
13 extent that it is -- it could give rise to a claim
14 for breach of contract.

15 BY MR. LANDY:

16 Q. Okay. Is it your understanding that the
17 September 14, 2021 agreement gave Errigal the right
18 to use any obligation to maintain the vessel in the
19 time leading up to the completion of sale?

20 A. Yes.

21 Q. It's probably in (13) also.

22 A. Well, it's in (7):

23 "The Buyer may start using the yacht
24 and/or start any works on board after
25 this payment. The Buyer shall become

1 Q. The exchange?

2 A. Yeah, from 14th of September.

3 Q. Okay.

4 A. And it runs so that the buyer bears the risk
5 until such time as the parties either vary the
6 contract or the contract is discharged in some way.

7 Q. Okay. Does the assumption of risk clause on
8 the part of the buyer excuse the seller from
9 complying with clause (18), completion of sale?

10 MR. SMITH: Objection to form.

11 THE WITNESS: No, the seller still has to
12 comply with the obligation under clause (18).

13 BY MR. LANDY:

14 Q. Okay. And if the seller fails to comply
15 under clause (18), would that constitute a default
16 under clause (20)?

17 A. Yes.

18 Q. All right. And if the seller failed to
19 comply with clause (18), by being incapable of
20 delivering ownership title of the vessel, would the
21 buyer then be entitled to claim from the seller,
22 amongst other things, "provable losses and expenses
23 reasonably incurred following from such failure ...
24 together with interest ..." at a rate of LIBOR plus
25 2?

1 A. That's what clause (20) states.

2 Q. Any reason to believe that clause (20) was
3 invalid?

4 A. No clause (20) is valid.

5 Q. And nothing about clause (22) invalidates
6 clause (20)?

7 A. No. A court would seek to read the two
8 together unless there was a manifest inconsistency
9 and the two would stand.

10 Q. Okay. Let's go back to your opinion. Let's
11 see where I put your opinion. I'm going to turn you
12 to the very last clause -- the last clause of the
13 last sentence of the last paragraph of your opinion,
14 which is on page 11.

15 A. Okay.

16 Q. It says -- I'm going to read with some
17 internal ellipses:

18 "... Errigal ... having paid the
19 purchase price in full, would be
20 entitled to seek redress in respect of
21 Millemarin's failure to transfer the
22 legal title to the Vessel to Errigal."

23 Do you see that?

24 A. Yes.

25 Q. What sort of redress would that be?

1 A. I think it would be repayment of the purchase
2 price plus any consequential loss that you can prove
3 to have been suffered as a result of the breach.

4 Q. Okay. How long have we been going?

5 A. Almost an hour.

6 MR. LANDY: Let's take 5.

7 THE WITNESS: Okay.

8 VIDEOGRAPHER: We are going off the record.

9 The time is 11:24 a.m.

10 (A short break)

11 VIDEOGRAPHER: Back on the record. The time
12 is 11:32 a.m.

13 BY MR. LANDY:

14 Q. All right, we should continue. Okay,
15 professor, so let's continue to presume that the
16 completion of sale in clause (18) did not occur as
17 required under the terms of the September 14,
18 2021 MOA from September 21 -- 14 of 2021 until today.

19 A. Yeah.

20 Q. Right. And let's presume for this question
21 that the contract has not been varied --

22 A. Yeah.

23 Q. -- in any way, but it hasn't been completed.

24 A. Mm-hmm.

25 Q. What would be the state of affairs now as

1 obligations?

2 A. By delivering the vessel.

3 Q. Right. Or is there any other way they could
4 satisfy the obligations after --

5 A. They could renegotiate the contract.

6 Q. Would repaying the money be a way of
7 satisfying the --

8 A. No.

9 Q. All right. So assuming the seller has not
10 delivered title of the vessel, you would agree that
11 the buyer did not obtain it?

12 MR. SMITH: Objection to form.

13 THE WITNESS: The buyer did not obtain it
14 under the contract.

15 BY MR. LANDY:

16 Q. Okay. Is it your opinion, Professor, that in
17 this case Errigal did in fact obtain title to the
18 vessel?

19 MR. SMITH: Objection to the form.

20 THE WITNESS: That is a question I cannot
21 answer because I don't know all the facts and
22 circumstances. What I would say is that I haven't
23 seen anything that suggests legal title was passed
24 from seller to buyer under this agreement because
25 clause (18) was not implemented.

1 BY MR. LANDY:

2 Q. Okay, and is legal title valuable?

3 A. Yes.

4 Q. Is possession valuable?

5 MR. SMITH: Objection to form.

6 THE WITNESS: Possession under this contract
7 could be valuable in the sense that the buyer was
8 given the use and the possession of the vessel.
9 Under a straight contract of sale there is clear
10 English law to the effect that possession is not of
11 value because in a sale contract what you are -- what
12 the buyer is asking for is the transfer of title not
13 the transfer of possession. So under a straight sale
14 there's no -- there is no benefit.

15 BY MR. LANDY:

16 Q. Okay. You would agree that until and unless
17 Millemarin transfers title to the vessel to Errigal,
18 Millemarin remains the legal owner of the vessel?

19 MR. SMITH: Objection to form.

20 THE WITNESS: Under this particular contract,
21 if it has not been carried through title did not pass
22 under the memorandum of agreement. It could possibly
23 have passed in some other way but that is not the
24 subject of my opinion.

25 BY MR. LANDY:

1 Q. Okay. So again we haven't got an answer to
2 the question. Could Errigal under the Memorandum of
3 Agreement of September 14 perform the, you know,
4 intent of the September 3, 2021 co-operation
5 agreement by finding a third party interested in the
6 boat and assigning their rights in the boat for a
7 value, would that have the same effect?

8 MR. SMITH: Objection to form.

9 THE WITNESS: There is a potential functional
10 equivalence, but legally they seem to me to be
11 separate and distinct.

12 BY MR. LANDY:

13 Q. Do you contest that there is a connection
14 between those two documents?

15 MR. SMITH: Objection to form.

16 THE WITNESS: I don't think it's my function
17 to contest whether there's a connection between them.

18 BY MR. LANDY:

19 Q. All right, I'll phrase it this way. Do you
20 have any reason -- if I were to represent to you that
21 the addendum 2 to the September 13 -- September 14,
22 2021 Memorandum of Agreement was created in order to
23 implement the terms of the November 22 addendum to
24 the agreement between Mr. Khudainatov and
25 Mr. Kochman, would you have any reason looking at the

1 document to say that was not the case?

2 A. Well, they are between different parties in
3 the sense one's the corporate form, the other is
4 between two individuals. They're clearly related to
5 the same transaction, and what I would expect would
6 be that what an English court would do would be to
7 admit this into evidence and then what it would do
8 would seek to look at them together, assuming they're
9 part of the factual matrix, and then seek to work out
10 what the relationship between the two is.

11 Q. Okay, and when you say "admit this", I see
12 you're placing your hand on Exhibit 4, which is the
13 November 22 document?

14 A. Yeah.

15 Q. All right.

16 A. If I could just add a slight caveat.

17 Q. Sure.

18 A. Which is that for the September agreement the
19 November 22 amendment would not be admissible in
20 evidence because it's conduct subsequent to the
21 making of the contract, so in principle it would be
22 inadmissible. But I think the fact that here you
23 have a later amendment to the September agreement
24 would then bring this into play.

25 Q. Right. Okay. Just to put ourselves in time

1 THE WITNESS: In relation to the
2 documentation I have seen, yes, it is the first time
3 it has appeared.

4 BY MR. LANDY:

5 Q. Okay. You've not seen another document that
6 is a modification of the September -- strike that.
7 We're fine with what you've got.

8 A. Okay.

9 Q. All right. Looking at this document, as of
10 the date of the document, September 7 -- sorry,
11 March 7, 2022, can you determine who the owner of the
12 vessel Amadea is?

13 MR. SMITH: Objection to form.

14 THE WITNESS: (Pause).

15 BY MR. LANDY:

16 Q. And to the extent you need to reference other
17 agreements, that's fine.

18 A. It doesn't -- unless I've missed something,
19 and that's always the risk when you're looking at
20 a document, aware that everybody is watching you, it
21 doesn't -- it doesn't say who is the owner.

22 Q. As of September -- as of the date of the
23 September 14, 2021 agreement, you would agree that
24 the owner was Millemarin Investments Limited?

25 MR. SMITH: Objection.

1 A. Yes. I'm sorry. Yes.

2 BY MR. LANDY:

3 Q. And this is an amendment to the September 14,
4 2021 agreement, correct, a second amendment?

5 A. It is correct it's an amendment to the
6 Memorandum of Agreement, yes.

7 Q. And have you seen any documentation
8 suggesting that between September 14, 201 and
9 March 7, 2022, Millemarin Investments Limited ceased
10 to be the legal title-holder of the vessel Amadea?

11 A. I have not seen anything.

12 Q. Okay. Now looking at this document, what --
13 how does this change the nature of the September 14,
14 2021 Memorandum of Agreement?

15 A. As I understand it it essentially seeks to
16 achieve the same goal but by a different route so
17 that instead of delivering the vessel, you deliver or
18 transfer the shares which would then give ownership
19 of the vessel. But by a share transfer route rather
20 than delivery of the vessel.

21 Q. Okay. Shares of what?

22 A. The shares -- I'm just looking. The shares
23 of Millemarin.

24 Q. Okay. So this agreement, correct me if
25 I'm wrong, suggests that they are no longer going to

1 transfer the vessel at all, legally; correct?

2 MR. SMITH: Objection to form.

3 THE WITNESS: That that -- sorry, so you're
4 saying they're not going to deliver the vessel.
5 They're not going to deliver the vessel, they're
6 going to deliver the shares instead or transfer the
7 shares instead.

8 BY MR. LANDY:

9 Q. But who the "they" are becomes very important
10 here.

11 A. Okay.

12 Q. Right? Millemarin is not delivering its own
13 shares --

14 A. Yep.

15 Q. -- to Errigal; correct?

16 MR. SMITH: Objection to form.

17 THE WITNESS: It is the seller who is
18 undertaking the obligation and the seller is Invest
19 International Finance.

20 BY MR. LANDY:

21 Q. So it's the new party -- the new party in
22 this agreement, which is the owner of Millemarin,
23 under this agreement requires Millemarin, or is
24 required to transfer its ownership of Millemarin
25 itself to the buyer; is that correct?

1 A. Yes.

2 Q. Okay. So do you have any understanding of
3 whether that transfer ever occurred?

4 A. On the basis of the information that I saw
5 the transfer did not occur because it was signed by
6 one party but not the other.

7 Q. And is it your understanding that the
8 directors of Errigal resigned prior to signing the
9 transfer? I can represent to you that that occurred.

10 MR. SMITH: Objection to form.

11 THE WITNESS: Okay, the only cause for doubt
12 I have, and it seemed a factual one, is that the two
13 directors or the company "Campbell", or whatever it's
14 called, it's out of the picture.

15 BY MR. LANDY:

16 Q. Right.

17 A. The two directors are out but there was a
18 reference to someone that looked like a Russian name
19 that was coming in as a director.

20 Q. I can explain that all to you off the record,
21 but it's irrelevant.

22 A. Okay.

23 Q. For now the question is, did you see any
24 evidence in your view that suggested that the
25 closing, because in this case it's considered a

1 closing, occurred?

2 MR. SMITH: Objection.

3 THE WITNESS: A closing of what?

4 BY MR. LANDY:

5 Q. It's a term in this agreement. It doesn't
6 say completion here it says, "Closing":

7 "5. The closing of the Agreement will
8 take place on or before 15 March ..."

9 A. Yeah.

10 Q. Did you see any document suggesting that that
11 closing actually occurred on or before March 15? And
12 I'll represent that closing and completion are two
13 terms of art in different legal circles.

14 A. Yeah, fine. I did not see any document.

15 Q. Okay. And based on your review of this
16 amendment, is this also a two-step transaction where
17 you have something similar in exchange followed by a
18 completion?

19 MR. SMITH: Objection.

20 THE WITNESS: Well, I mean first of all this
21 is governed by the law of the Cayman Islands.

22 BY MR. LANDY:

23 Q. Again, we're gonna hope it's the same.

24 A. So we have to make an assumption. But it
25 looks -- a two-step transaction in the sense that do

1 you mean that there's an initial agreement followed
2 by a subsequent transfer of the shares?

3 Q. Correct.

4 A. Yes, that is how it would appear to be.
5 There's no immediate transfer of the shares, it is
6 intended that that will happen at a future point.

7 Q. And like the Memorandum of Agreement from
8 September of 2021, if the share transfer does not
9 occur, then the seller would be in breach; is that
10 correct?

11 A. Yes.

12 Q. Okay. So this is different in that
13 Millemarin itself is being transferred. And there
14 may be a factual dispute as to whether or not the
15 closing occurred, however two questions. Let's
16 presume the closing did not occur.

17 A. Yeah.

18 Q. If the closing never occurred, based on this
19 agreement and the previous ones, do you have
20 an understanding of what entity is the direct legal
21 owner of the Amadea?

22 MR. SMITH: Objection to form.

23 THE WITNESS: So my understanding on the
24 documents that we are looking at, if we assume at the
25 outset that the owner is -- legal title is with

1 Millemarin, the completion doesn't take place under
2 the September memorandum, therefore legal title
3 stays, and because there is no completion or closing
4 of this transaction, under this transaction legal
5 title does not move either.

6 BY MR. LANDY:

7 Q. Okay. Now let's take the other assumption.
8 Let's presume that the March 7, 2022 amendment does
9 close and the shares of Millemarin pass from IIF to
10 Errigal. Under that circumstance which entity is the
11 direct legal owner of the Amadea?

12 MR. SMITH: Objection to form.

13 THE WITNESS: Millemarin.

14 BY MR. LANDY:

15 Q. There's no change; correct?

16 MR. SMITH: Objection.

17 THE WITNESS: Well, there is -- that again is
18 something I probably would want to think about. You
19 are quite right, in corporate form there is no
20 change, but the corporation in a sense has changed
21 because the ownership behind it has changed.

22 BY MR. LANDY:

23 Q. If after the -- under English law -- let's do
24 this under English law. I understand the
25 BVI problem.

1 A. Okay.

2 Q. Under English law, if the March 7 agreement,
3 March 7, 2020 agreement was fully consummated and the
4 shares did transfer so Errigal became the owner of
5 Millemarin --

6 A. Yeah.

7 Q. -- and Millemarin was then the owner of the
8 vessel, if subsequent to that time there was a
9 dispute regarding the vessel in an English court,
10 would Millemarin have standing to argue its position?

11 MR. SMITH: Objection.

12 THE WITNESS: Well it would have standing
13 under this contract.

14 BY MR. LANDY:

15 Q. Right, and I'm saying presume this contract
16 was executed, the shares of Millemarin itself
17 transferred, but the vessel stayed in the name of
18 Millemarin. Would Millemarin have standing to state
19 its position with respect to any dispute relating to
20 the boat?

21 MR. SMITH: Objection.

22 THE WITNESS: I think that would depend on
23 the facts and circumstances but assuming the contract
24 is fully executed and has been performed they would
25 be out of the picture.

1 owner of the vessel?

2 BY MR. LANDY:

3 Q. Well, that's a question -- do you have any
4 indication that Millemarin ceased to be the legal
5 owner of the vessel at in any time?

6 MR. SMITH: Objection.

7 THE WITNESS: I -- no.

8 BY MR. LANDY:

9 Q. Okay. And so we've agreed that regardless of
10 whether the September -- I'm sorry, the March 7, 2022
11 amendment is performed or not, Millemarin was to
12 retain legal title, because the subject of the sale
13 was the shares of Millemarin itself. Millemarin was
14 to retain legal title to the vessel, correct?

15 A. It is retaining legal title but of course the
16 economic reality is very different because there's
17 been a change of control.

18 Q. Well, it's only if the shares were
19 transferred?

20 A. If the shares are transferred there has been
21 a change of control but the legal form remains the
22 same.

23 Q. But let's say this contract is completed,
24 done. We're past it. There's a total new dispute.
25 It relates to the boat.

1 A. Yeah.

2 Q. Somebody else says they own the boat.

3 A. Yeah.

4 Q. Does Millemarin appear in court and say, "We
5 own the boat", or does Errigal appear in court and
6 say, "We own the boat"?

7 MR. SMITH: Objection to form.

8 THE WITNESS: Assuming there's no change in
9 registration documents or anything of that nature it
10 would be Millemarin.

11 MR. LANDY: Why don't we take one more break.
12 I'm just gonna check my notes but I'm, if not
13 completely done, very close to done.

14 THE WITNESS: Okay, fine. Do you want us to
15 go out this time?

16 VIDEOGRAPHER: Going off the record. The
17 time is 12:22 p.m. Thank you.

18 (A short break)

19 VIDEOGRAPHER: We are back on the record.

20 The time is 12:33 p.m.

21 BY MR. LANDY:

22 Q. Thank you, Professor. I really only have a
23 few additional questions to ask and we'll be going
24 back, as we have many times before this morning, to
25 the September 14, 2021 Memorandum of Agreement. Is

1 agreement that prevents the individuals who control
2 the parties to the agreement from making an agreement
3 amongst themselves to vary the terms of the
4 Memorandum of Agreement?

5 MR. SMITH: Objection to form.

6 THE WITNESS: No. It would of course have to
7 be proved that there was such an agreement, but there
8 isn't -- if the question is, is there anything that
9 prevents them, the answer is no.

10 MR. LANDY: Okay. I have no further
11 questions. Thank you very much for your time.
12 Mr. Smith may or may not ask you questions, and if he
13 does, I may say "Objection", and you can ignore me,
14 just as you ignored him.

15 MR. SMITH: I have no questions. Thank you.

16 MR. LANDY: Then we're done. Thank you.

17 VIDEOGRAPHER: We are off the record at
18 12:36 p.m., and this concludes today's testimony
19 given by Professor Ewan McKendrick.

20 The total number of video clips recorded was
21 three, and they will be retained by Veritext. Thank
22 you very much.

23 MR. SMITH: Oh I'm sorry, I'd like to request
24 on the record that Professor McKendrick reads and
25 signs the transcript.

1 (Reporter requests transcript orders.)

2 MR. LANDY: We would like not a rough but we
3 would like expedited delivery of the transcript,
4 which of course then Professor McKendrick will have
5 the ability to submit errata on.

6 COURT REPORTER: Mr. Smith, you don't want a
7 rough; you hadn't ordered one?

8 MR. SMITH: Correct. And I don't know how it
9 works, if we have to place a separate order for it to
10 be, you know, our own order for it to be expedited,
11 but we'd like it the same time as opposing counsel.

12 THE WITNESS: And if you could tell me the
13 time frame within which I have to correct it, that
14 would be appreciated.

15 MR. SMITH: I think it's 30 days.

16 THE WITNESS: Okay fine. So there's a rule.

17 (Whereupon, the deposition concluded at
18 12:37 p.m.)
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